

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

KRAFTPOWERCON, INC.	)	
	)	
	)	
Plaintiff,	)	Case No.:
	)	
vs.	)	
	)	<b>JURY DEMAND REQUESTED</b>
SCIENCO/FAST, INC.	)	
	)	
	)	
Defendant.	)	

**COMPLAINT**

NOW COMES the Plaintiff, KraftPowercon, Inc. (“KRAFT” or “Plaintiff”), by and through its attorneys, and for its Complaint against Defendant, Scienco/FAST, Inc. (“SCIENCO” or “Defendant”), states as follows:

**PARTIES**

1. The Plaintiff is a Delaware Corporation with a principal place of business in Alpharetta, Georgia. Plaintiff is a citizen of Delaware and Georgia.
2. The Defendant is a Kansas Corporation and has a principal place of business located in Fenton, Missouri. Defendant is a citizen of Kansas and Missouri.

**JURISDICTION AND VENUE**

3. This is an action for breach of contract. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 as complete diversity exists between the parties and the amount in controversy is in excess of \$75,000.00.
4. This Court has personal jurisdiction over the Defendant whose principal place of business is in this district and has regular, continuous and systematic contacts with this district.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2).

### **BACKGROUND FACTS**

6. Plaintiff makes and sells marine rectifiers for ballast water management systems on vessels of various designs.

7. On September 15, 2020, Defendant issued a Purchase Order to Plaintiff for the purchase of marine rectifiers. A true and correct copy of the Defendant's Purchase Order No. 0011138 (the "Purchase Order") is attached as Exhibit A.

8. By issuing the Purchase Order, Defendant offered to pay to Plaintiff \$128,945.01 for three marine rectifiers.

9. On October 8, 2020, Plaintiff issued an Order Confirmation to Defendant in response to the Purchase Order. A true and correct copy of Order Confirmation No. HC200092 (the "Order Confirmation") is attached as Exhibit B.

10. By issuing the Order Confirmation, Plaintiff accepted the offer made by Defendant in the Purchase Order.

11. On February 10, 2021, Plaintiff produced and delivered the goods described in the Purchase Order to the location specified by the Defendant. Defendant accepted the goods upon delivery.

12. On March 9, 2021, Plaintiff invoiced Defendant for the price of the goods specified in the Purchase Order plus an agreed price for shipping by Sea Freight. A true and correct copy of Invoice No. HC200092 (the "Invoice") is attached as Exhibit C.

13. Defendant's payment of the Invoice was due by April 8, 2021.

14. Defendant failed to pay the Invoice by April 8, 2021.

15. Through the filing date of the Complaint, Defendant remains in default of its obligation to pay the invoiced amount to Plaintiff.

**COUNT I**  
**BREACH OF CONTRACT**

16. Plaintiff incorporates and re-alleges paragraphs 1 through 15 as if fully set forth herein.

17. Plaintiff and Defendant entered into a contract where Plaintiff agreed to sell three marine rectifiers to Defendant for \$128,945.01.

18. Plaintiff prepared and delivered the three marine rectifiers to the location designated by the Defendant.

19. Plaintiff has fully performed its obligations under the contract.

20. Plaintiff invoiced Defendant for the goods delivered under the contract plus \$3,142 in shipping charges.

21. Defendant has not paid to Plaintiff all or any portion of the amount invoiced and therefore is in breach of its contract obligation to Plaintiff.

22. Plaintiff has been harmed by Defendant's breach in the amount of \$132,069.01.

**WHEREFORE**, Plaintiff, KRAFT, prays for the following relief:

- (a) Entry of a judgment against SCIENCO on breach of contract;
- (b) An award of damages to KRAFT in the amount of \$132,069.01 plus prejudgment interest running from April 9, 2021 to the entry of judgment;
- (c) An award of KRAFT's costs associated with this action; and
- (d) such other and further relief that this Court deems just and proper.

A jury trial is demanded on all issues so triable.

DATED: April 14, 2022

Respectfully submitted,

KRAFTPOWERCON, INC.

/s/ Danielle N. Twait

Danielle N. Twait, #60690

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